

MARY BETH BOWMAN  
DIRECTOR OF COMMERCE  
DEPARTMENT OF COMMERCE  
CITY OF NORTH LITTLE ROCK, ARKANSAS



120 Main Street, North Little Rock, AR 72114  
P.O. Box 5757 North Little Rock, AR 72119  
501-975-8881 Phone  
501-975-8885 Fax

## INVITATION TO BID

Bid Number: 20-3668 Date Issued: Friday, September 18, 2020

Date & Time Bid Opening: Friday, October 2, 2020 10:00 A.M.

### **P25 PORTABLE RADIOS AND ACCESSORIES City of North Little Rock Fire Department**

**UNIT PRICE OF RADIO INCLUDING ALL ACCESSORIES: \$ \_\_\_\_\_**

**(Unit Bid Price will include ALL General Conditions and Bid Specifications.)**

Please direct technical questions to: Beau Buford  
Assistant Fire Chief  
North Little Rock Fire Department  
bbuford@nlr.ar.gov  
501-340-5383

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings ([www.nlr.ar.gov](http://www.nlr.ar.gov)) for attachments including any changes to the bid.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

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#### EXECUTION OF BID

Upon signing this page, the organization certifies that they have read and agree to the requirements set forth in this bid including conditions set forth and pertinent information requests.

Name of Firm: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_, 2020

**UNSIGNED BID COVER SHEET WILL BE REJECTED.**

## GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are:
  1. Submitted after the bid's opening time.
  2. Submitted electronically or faxed (unless authorized by Purchasing Agent).

17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. **CONSTRUCTION**
- A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
  - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
  - C. A Performance Bond equaling the total amount of any bid exceeding \$35,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. Additional information or bid forms may be obtained from:  
COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881  
[www.nlr.ar.gov](http://www.nlr.ar.gov)

**Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:**

**Mary Beth Bowman**  
**Director of Commerce**  
**120 Main Street (P.O. Box 5757)**  
**North Little Rock, AR 72119**

**INVITATION FOR BID  
P25 PORTABLE RADIOS AND ACCESSORIES  
City of North Little Rock Fire Department**

**1.0 PURPOSE**

The intent of this Invitation For Bid is to secure, on a competitive basis, P25 Portable Radios and Accessories for the North Little Rock Fire Department.

**2.0 COMPETITION INTENDED**

It is the City of North Little Rock's (hereinafter referred to as the "City") intent that this Invitation for Bid (IFB) permit competition. If your company's equipment does not meet the exact specifications, then bid on the closest equipment to the specifications outlined in the Bid Specifications section, but state the changes in the specifications in your bid. The equipment you bid must be compatible to our existing equipment.

**3.0 INSTRUCTIONS TO BIDDERS**

**3.1 Submission of Bids**

Before submitting a bid, read the ENTIRE solicitation. Failure to read any part of this solicitation will not relieve a bidder of the obligations. The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Vendor from performance of the duties and obligations imposed under the terms of this bid. Pricing must be submitted on Invitation For Bid on Bid Sheet only. Include other information, as requested or required. On the front of the envelope when submitting a bid, include Bid number and project title: **P25 Portable Radios and Accessories – Bid Number 20 - 3668**. Bids must be received by the Commerce Department BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to:

Commerce Department  
City of North Little Rock  
Attn: Mary Beth Bowman  
120 Main Street  
North Little Rock, AR 72114

The City is not responsible for delays from the US Post Office or any other courier. *Faxed and emailed bids will not be accepted.*

**3.2 Questions and Inquiries**

Questions and inquiries must be in writing from any and all bidders. The City is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other City staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, no questions will be taken after 10:00 a.m. on Friday, September 25, 2020. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from [www.nlr.ar.gov](http://www.nlr.ar.gov). (Click on Government, Commerce and Current Bids and Summaries.)

Contact the following person for questions regarding the bid specifications:

Beau Buford  
Assistant Fire Chief  
[bbuford@nlr.ar.gov](mailto:bbuford@nlr.ar.gov)

3.3 Firm Pricing for City Acceptance

Bid price must be firm for the City's acceptance for a minimum of sixty (60) days from bid opening date.

3.4 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN AN AGREEMENT. Firm name and authorized signature must appear on cover page of bid.

3.5 Late Bids

LATE bids will not be OPENED.

3.6 Basis for Award

The award(s) will be made to the lowest responsive, qualified and responsible bidder(s) based upon the prices and meeting the specifications.

- a) The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be addressed on the City's website under current Bids.
- b) The City reserves the right to reject any and all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to award the bid to bidder deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color, handicap, sex, national origin or religious creed.
- c) Any bid not conforming to the specifications or requirements set forth in the bid request may be rejected.
- d) Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

3.7 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the City reserves the right to negotiate with the lowest responsive, qualified, responsible bidder. Negotiations with the low bidder may include both modifications of the low price and the specifications/scope of work to be performed.

3.8 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government.

3.9 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid.

**4.0 GENERAL CONDITIONS**

4.1 Bidder must have a valid business license and business location in the state of Arkansas that is capable of providing warranty, repair and replacement radio and accessory materials to support the details outlined in the bidding specifications.

4.2 Bidder must provide up to (2) replacement radios and accessories in the event radios are sent in for repair, warranty work or upgrades.

4.2 Bidder must produce a schedule or timeframe of project completion and/or delivery.

4.4 Bidder shall include all programming charges/fees (AWIN System) in the total project cost. Equipment shall be tested and accepted by a date agreed upon by the City and bidder.

4.5 Warranty for radios and accessories shall be a period of no less than 3 years, commencing upon the first day completion of programming. The bidder shall provide a means of contact for service requests and warranty claims, 24 hours a day, 7 days a week and 365 days a year.

4.6 Bidder must provide a detailed overview of the proposed radio project and any additional services provided to include: warranty, maintenance and support information.

4.7 Bidder must provide detailed equipment specifications sheets, manuals and all relevant training documents and aides upon delivery of the radio and radio accessories.

4.8 Bidder agrees to develop a training plan upon delivery that will encompass training to members of the NLRFD and 911 communications center (where relevant). Training will include training on the radios, radio accessories and all components included in the bid specifications where relevant.

**The City of North Little Rock, as the purchasing entity, reserves the right to increase or decrease the number of radios/chargers purchased based on the selected vendor's bid unit price. The City is restricted by funding, thus all vendors submitting a sealed bid agree to honor the unit price regardless of increase or decrease in units purchased. The City plans to purchase 25 – 45 radios and accessories depending on bid and funding. Unit Price will be located on first page of bid.**

## 5.0 BID SPECIFICATIONS

The P25 Portable Radios **must** include the following components:

1. Must be 700/800 MHz High Visibility P25 Portable Radio with Standard Keypad;
2. Must be intrinsically safe (IS) and meet hazardous environmental requirements;
3. Must have digital and Analog Operation;
4. Must have P25 Conventional Perpetual Software Licensing;
5. Must have P25 Phase I Perpetual Software Licensing;
6. Must have Phase II Perpetual Software Licensing;
7. Must have 6.25 kHz and 12.5 kHz channels;
8. Must include Front-Facing alphanumeric display;
9. Must include a Top Flip Heads-Up Display (screen visible from the top of the radio);
10. Must have an Emergency Call Feature;
11. Must meet the MIL-STD-810 C, D, E, F and G requirements;
12. Must meet the ANSI/TIA 4950-A and UL913 Standards;
13. Must be IP54 dust and water standard compliant;
14. Must have 1 Watt audio speaker output for high noise environments;
15. Must have Software controlled enhanced noise-cancellation;
16. Must have Four (4) position Zone Switches labeled A, B, C, and D;
17. Must have day and night user selectable display options;
18. Must be at a minimum IP67 Immersion compliant;
19. Must have an Enhanced Battery Management System that will allow for long-term usage and utilization of battery;
20. Must include Caller ID (for 911 Communication Center Identification);
21. Must have at least a 3800 mAh battery capacity that is intrinsically safe;
22. Must have two (2) 3800 mAh batteries included for each radio provided;

23. Must include a Dual Bay Charger per radio;
24. Must have High Visibility Lapel Microphones with earphone capability;
25. Radios must be compatible with Arkansas Wireless Information Network; and,
26. (5) Radios must include: Single key AES Encryption and ADP Encryption.